

original

265

AGREEMENT
BETWEEN
CITY OF LINDEN
AND
LINDEN MUNICIPAL GARAGE EMPLOYEES UNION
"L.M.G.E.U"

January 1, 2002 through December 31, 2004

AGREEMENT is entered into this 2nd day of Aug. 2001, by and between the CITY OF LINDEN, NEW JERSEY, hereinafter referred to as the "CITY" and LINDEN MUNICIPAL GARAGE EMPLOYEES UNION, hereinafter referred to as the "UNION". The effective date of this Agreement is January 1, 2002 terminating December 31, 2004.

WITNESSETH:

WHEREAS, the parties here to have resolved their differences as raised in their negotiations, the CITY and the UNION agree as follows:

1. RECOGNITION

The CITY OF LINDEN recognizes LINDEN MUNICIPAL GARAGE EMPLOYEES UNION as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits, and other terms and conditions of employment.

2. SCOPE OF BARGAINING UNIT

a. This Agreement covers the following employees of the Municipal Garage: Mechanic Fire Apparatus, Senior Mechanic, Mechanic, Mechanic Helper, Body and Fender Repairer, Welder, Laborer and Garage Attendant.

b. Supervisors and other excluded personnel shall not be permitted to perform work normally performed by employees covered by this Agreement except for purposes of instruction or in cases of emergency.

c. The CITY agrees that it shall not contract out or assign substitutes to any work if such work can be done by the employees in the bargaining unit within the time such work is required to be completed. The CITY shall, however, contract certain specialty work that in the opinion

Friday, forty (40) hours per week. The eight (8) hours of work per day shall be performed at the Garage Superintendent's option between 8:00 a.m. and 5:00 p.m.

b. In an emergency or periods of unusual heavy workloads, as determined by the Garage Superintendent, employees may be assigned to work either of the daily eight (8) hour work shifts forty hours per week, Tuesday through Saturday or Sunday through Thursday, for a period not to exceed eight (8) consecutive calendar weeks.

c. A one (1) hour unpaid lunch period shall be granted during each daily eight (8) hour shift.

d. The CITY shall not require an employee to take time off to compensate for time worked in excess of eight (8) hours each work day or forty (40) hours in a work week.

6A. LUNCH PERIODS, OVERTIME LUNCHES AND COFFEE BREAKS

a. The CITY shall allow a one-half ($\frac{1}{2}$) hour paid lunch period to any employee working in excess of ten (10) consecutive hours and an additional one-half ($\frac{1}{2}$) hour paid lunch period after each subsequent four (4) hour work period.

b. For each overtime paid lunch period an employee shall receive a meal allowance of four dollars fifty cents (\$4.50).

c. The CITY shall allow a paid fifteen (15) minute coffee break once during each four (4) hour work period of a regularly scheduled eight (8) hour work day.

7. PREMIUM PAY

a. One and one-half ($1\frac{1}{2}$) times the straight time rate of pay shall be paid for all work:

- (1) Performed in excess of eight (8) hours in any twenty-four (24) hour work period.

Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	General Election Day
Memorial Day	Christmas Day
Independence Day	*Two (2) Personal Days

New employees shall be eligible for one (1) personal day off with pay after six months of active employment, and two (2) personal days off with pay after one (1) year of active employment. Subsequent to one (1) year of active employment, an employee shall be immediately eligible for the prescribed second and third personal days off per calendar year, if not already received.

* The CITY shall grant the personal day requested provided operations permit. A request for the personal day off may be denied unless the request is made a minimum of three (3) days in advance.

b. Should any of the listed Holidays fall on a Saturday, the preceding Friday shall be considered the Holiday and paid accordingly. Should any of the listed Holidays fall on a Sunday, the following Monday shall be considered the Holiday and paid accordingly.

c. The CITY may deny an employee Holiday pay if he is absent from work without authorization either the work day immediately preceding or following a Holiday. In cases of illness the CITY may require a doctor's certificate.

h. On January 1st following the first full year of employment, an employee shall be entitled to twelve (12) working days vacation regardless of his date of hire, and shall be eligible each January 1st thereafter to vacation entitlement in accordance with Paragraph a. hereof.

i. Upon termination of employment for any reason other than disability or eligible paid retirement, an employee's vacation entitlement will be pro-rated in accordance with the employee's anniversary date of employment.

j. All vacation entitlement shall be taken during the year they are earned, except in the event of illness or injury to the employee or a departmental emergency.

10. FUNERAL LEAVE

a. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sisters, parents, parent-in-law, brother-in-law, sisters-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for the time lost through the day of the funeral not to exceed three (3) work days to attend to arrangements, services, or funeral. This three (3) day funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee.

b. Consideration shall be given an employee to extend funeral leave after the day of the funeral to the maximum three (3) day leave permitted with pay, or beyond to a maximum of seven (7) calendar days, the remaining number of days without pay.

c. The CITY may request submission of proof of death, which may be evidenced by a public newspaper obituary notice. Failure to produce such evidence upon request may result in the forfeiture of funeral leave benefits and/or loss of pay.

months active employment.

After one (1) year of active employment, the difference between sick leave earned during the then calendar year and fifteen (15) days shall be credited to the employee.

c. Unused sick leave days shall be cumulative from year to year without limit.

d. An employee on sick leave five (5) or more consecutive days shall submit acceptable medical evidence substantiating the illness.

e. Employees requiring sick leave in excess of what is provided above shall be considered for additional sick leave.

f. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences at one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

g. Upon retirement, death or layoff only, an employee, his heirs or estate shall be paid one (1) day of base pay for each three (3) days of the first two hundred one (201) days of accumulated earned sick leave, and one (1) day of base pay for each two (2) days of accumulated earned sick leave over and above two hundred one (201) days, to a maximum total reimbursement of nine thousand five hundred dollars (\$9,500.00).

h. Any employee who accumulates ninety (90) days earned sick leave has the option to sell back sick leave days during the period of January 1st through January 15th of the succeeding year according to the following schedule:

Unemployment and Disability.

- c. The CITY will provide each employee with Workers Compensation Insurance.

16. GROUP INSURANCE AND PENSIONS

- a. Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

- b. The CITY shall make every effort to establish an improved H.M.O. Program. A seminar shall be conducted by the City Clerk's Office at which various options shall be available to employees.

17. UNIFORMS

- a. Each employee shall be paid in lieu of work uniforms, three-hundred dollars (\$300.00).

This payment is to be made no later than June 30th of each year.

- b. Each employee shall be paid a seventy five dollar (\$75.00) uniform maintenance allowance.

18. SENIORITY

- a. Seniority for the purpose of this Agreement is defined as follows:

- (1) Seniority is the employee's total employment service and is determined by his initial date of hire by the CITY.
 - (2) Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee is permanently assigned the classification.

- b. The CITY shall provide the UNION with a list of employees covered by this

d. Temporary promotions shall be offered to the most senior qualified employee who bids for the job in accordance with the attached promotional chart.

e. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

21. LAY-OFFS AND RECALL

a. The CITY may reduce the work force for reasons of economy, efficiency or a permanent lack of work.

b. If the reduction of the work force becomes necessary, employees shall be laid off in the order of least Municipal Garage seniority, provided essential jobs vacated by a lay-off can be filled by remaining employees qualified to perform the job or jobs.

c. Notice of such lay-offs shall be given forty-five (45) days before the scheduled lay-off.

d. Laid off employees with five (5) or more years of employment service shall be granted four (4) weeks severance pay.

e. Any employee laid-off shall be placed on the recall list for one year.

f. The CITY, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the CITY hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing, and able to be re-employed.

g. Any notice of re-employment to an employee who has been laid off shall be made by

b. The CITY shall determine the replacement, which shall not be unreasonably withheld, of rain gear, safety shoes and leather and rubber gloves on a fair wear and tear basis. The issuance of leather and rubber gloves shall be made on a selective need basis as determined by the CITY.

c. Employees shall not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline.

d. The CITY shall provide each employee and replace on a fair wear basis: safety glasses, safety hats, gloves, boots, rain gear, safety work shoes and other protective clothing or equipment necessary in the performance of their duties.

The loss or theft of any of the foregoing issues of Safety and Protective equipment shall be immediately replaced by the individual employee at his own cost and expense.

e. Safety flashing lights shall be conspicuously mounted on all motorized equipment.

f. The CITY shall make available clean and adequate wash and toilet facilities.

g. The CITY shall provide coveralls to an employee when a job assignment in the opinion of the Garage Superintendent, requires additional protection from soil or potential harmful causes. Upon completion of such job assignments, coveralls shall be returned, laundered by the CITY and retained for future use.

h. Personal corrective eyeglasses worn by employees shall be repaired or replaced at the CITY expense if, in the opinion of the Garage Superintendent, damage or breakage to said eyeglasses occurred on the job and was not due to employee negligence.

25. OTHER CONDITIONS

a. Vacancies in lateral job assignments of each job classification shall be filled by the most qualified employee. A senior employee may question a lateral assignment of an employee with

of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days the employee or the steward may forward the grievance to the next step in the procedure.

STEP 2: The Steward will discuss the grievance with the head of the department or his designee. In the event the grievance is not satisfactorily adjusted within three (3) working days, the grievance may be appealed at the next step.

STEP 3: Within thirty (30) calendar days of the UNION'S notification of the unsatisfactory resolvment of a grievance in Step 2, members of the City Council Municipal Garage Committee, Garage Superintendent, the City's Labor Negotiator, the aggrieved employee and a maximum of four (4) representatives of the UNION shall meet to resolve the grievance.

The CITY shall advise the UNION in writing of its decision to the grievance within fourteen (14) calendar days of such meeting.

In the event the CITY'S decision is unsatisfactory, the UNION may petition N.J. P.E.R.C. to arbitrate the grievance.

All decisions of a P.E.R.C. appointed arbitrator shall be final and binding upon the CITY and the UNION.

d. If, at any time the aggrieved appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

e. If, in any of the foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration. Either party may grant an extension of time to respond at any step in the aforementioned procedure. A request to grant

e. The Shop Steward or alternate shall obtain permission to leave his job assignment from his supervisor. The Supervisor shall give such Shop Steward or alternate an "Off-The-Job" slip, providing departmental operations are not unreasonably affected. It is not the intent of the CITY to prevent the Shop Steward or alternate from carrying out their duties or responsibilities.

f. The UNION shall advise the CITY in writing of the names of the Shop Steward and the alternate and all other UNION personnel authorized to act on behalf of the UNION, within fourteen (14) calendar days of their election or appointment to such position.

28. VISITATION RIGHTS

a. Providing proper advance notice is given, a representative or representatives of the UNION shall have access during working hours to all facilities, buildings, grounds, and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

29. BULLETIN BOARD

a. The CITY agrees to provide a suitable bulletin board for the exclusive use by the UNION to post official notices relating to meetings and other Union affairs.

b. All such notices shall be signed by the Shop Steward or alternate to indicate official UNION approval.

c. Any notice of a political or personal nature, or of a matter unrelated to UNION affairs shall be subject to immediate removal.

if such error is corrected within ninety (90) days from the date of error.

34. TERM OF AGREEMENT

This Agreement shall be effective from January 1, 2002 to December 31, 2004 inclusive and thereafter until terminated or amended by either party giving the other party sixty (60) days prior written notice of its intent to terminate or amend.

35. CLASSIFICATION AND WAGES

a. An employee in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall receive the next higher increment rate at the end of each twelve month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a general wage increase is granted, it shall be in addition to any increment entitlement.

b. The pay schedule as listed on pages 22 and 23 represents employees hourly rates effective January 1, 2002 through December 31, 2004:

c. Effective January 1, 2002, a wage increase of three and fifty (3.50%) percent shall be given to all employees. Effective January 1, 2003, a wage increase of three and fifty (3.50%) percent shall be given to all employees. Effective January 1, 2004, a wage increase of four (4.00%) percent shall be given to all employees.

SALARY SCHEDULE TIER 2
JANUARY 1, 2002 THROUGH DECEMBER 31, 2004
EMPLOYEES HIRED AFTER JANUARY 1, 1995

	<u>YEAR</u>	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Mechanic Fire Apparatus	2002	16.00	16.00	16.00
	2003	16.00	16.00	16.00
	2004	16.00	16.00	16.00
Senior Mechanic	2002	16.00	16.00	16.00
	2003	16.00	16.00	16.00
	2004	16.00	16.00	16.00
Mechanic	2002	13.00	14.00	15.00
	2003	13.00	14.00	15.00
	2004	13.00	14.00	15.00
Welder	2002	16.00	16.00	16.00
	2003	16.00	16.00	16.00
	2004	16.00	16.00	16.00
Body & Fender Mechanic	2002	13.00	14.00	15.00
	2003	13.00	14.00	15.00
	2004	13.00	14.00	15.00
Mechanics Helper	2002	12.00	13.00	14.00
	2003	12.00	13.00	14.00
	2004	12.00	13.00	14.00
Laborer	2002	10.00	11.00	12.00
	2003	10.00	11.00	12.00
	2004	10.00	11.00	12.00